

# EXHIBIT 1

# Exhibit F

# KJAM MEDIA

August 16, 2011

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-0811-1

Re: Arius Libra

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Flat Fee covering the period prior to and up through August 31, 2011 for the following:

Minimum total 400 man hours for the period.

For professional services rendered per agreement between K-Jam Media and Arius Libra for past work, work in progress and anticipated work for Arius, including certain third-party costs. Labor and costs including:

Internal costs relating to set up and formation of Arius and related entities, and third-party costs associated therewith;

In house and third party legal (excluding Barnes) relating to contract work, but excluding third party litigation costs;

Review and drafting as necessary of various agreements relating to Arius and potential Arius recently proposed investments;

Organization and management of documents relating to Arius and Arius proposed investments;

Collection and review of diligence materials in connection with Matrix and various Arius proposed investments;

Financial Analysis and presentations – including internal and third party work;

Costs incurred internally and through outside consulting firms relating to Arius and recent Arius Proposed investments in general;

Use of shared services (staffing and overhead) including from MMS and IA;

Excludes Gerova activity.

Excludes Cascade activity.

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<b>Total Due and Payable</b>	<b><u>\$100,000.00</u></b>
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Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

September 1, 2011

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-0911-1

Re: Arius Libra and Gerova

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Flat Fee covering the period September 1 through 30 for the following:

Minimum total 600 dedicated man hours for the period.

For professional services rendered per agreement between K-Jam Media and Arius Libra for work in progress and anticipated work with for the above-referenced project and period:

Ongoing internal costs relating to set up and formation of Arius and related entities, organizational agreements, and third-party costs associated therewith;  
In house and third party legal relating to contract work for Arius and Gerova (excluding Barnes), but excluding third party litigation costs;  
\$50,000 allocated to covering of third party costs of Bidz.com transaction incurred by KJAM and affiliates from inception up through September 30, including current costs;  
Review and drafting as necessary of various agreements relating to Arius and Arius proposed investments;  
Organization and management of documents relating to Arius and Arius proposed investments;  
Review of diligence materials in connection with Matrix and various proposed investments;  
Costs incurred internally and through outside consulting firms relating to Arius and Arius Proposed investments, excluding Allen Lee and Zeelinx;  
Use of shared services (staffing and overhead) from IA and affiliates;  
Engagement of IT personnel relating to setting up new infrastructure for Matrix;  
Collection of and organization of information relating to Gerova;  
This invoice excludes Cascade matters which are separately invoiced.

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**Total Due and Payable**

**\$200,000.00**

Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

September 19, 2011

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-0911-2

Re: Arius Libra and Gerova

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For specific payment regarding the below:

\$50,000 paid towards Weingarten for litigation matters for the above referenced entities on September 16;  
\$20,000 to be paid to Allen Lee for Matrix work;  
\$25,000 to be paid to Gene Scher for Gerova, Allied and Life Settlements;  
\$5,000 to be paid to Zeelinx

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<b>Total Due and Payable</b>	<b><u>\$100,000.00</u></b>
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Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

September 23, 2011

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-0911-3

Re: Cascade matter

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For specific payment regarding the below:

\$200,000 to be paid towards acquisition of Honig and Brauser positions;  
\$10,000 flat fee legal expense relating to acquisition of the positions;  
\$35,000 allocated to reimburse and fund a portion of the internal and third party legal fees incurred generally in connection with Cascade generally for the period June through September 30;  
\$40,000 for work relating to Cascade for the period covering June through September 30 – includes internal costs, time and third party costs in addition to legal fees;

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**Total Due and Payable** **\$285,000.00**

Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

October 1, 2011

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-1011-1

Re: Medco - MD Tablet – Pineboard ONLY

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Flat Fee covering the period October 1 through 31 for the following:

Minimum total man hours for the period 600;

Work specifically focused on preparation, review and other matters concerning the Medco project;

For professional services rendered per agreement between K-Jam Media and Arius Libra for work in progress and anticipated work with for the above-referenced project and period:

Allen Lee - \$20,000;  
Third party legal expense specific to Medco project  
Preparation and review of financial models;  
Preparation and review of presentation;  
Cataloging and organization of all materials received from Parmar and his affiliates;  
Collection and organization of agreements relating to Medco project;  
Review and renegotiation where applicable of all services and related agreements concerning Medco project, including east coast staff;  
Planning for west coast staffing;  
Replacement of existing services where possible;  
Qualification of potential sources from or for Weston;  
Negotiation, review, diligence and other interaction with Medco related acquisition assets;  
Review of Medco portal – internal and third party costs;  
Review of legal issues surrounding Medco assets and projects;

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**Total Due and Payable**

**\$200,000.00**

Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

October 1, 2011

Mr. David Bergstein  
Graybox, LLC

INVOICE: ARIUS-1011-2

Re: ARIUS LIBRA, GEROVA

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Flat Fee covering the period October 1 through 31 for the following:

Minimum total man hours for the period 400;

For professional services rendered per agreement between K-Jam Media and ARIUS LIBRA for work in progress and anticipated work with for the above-referenced project and period:

Excludes Medco work for the period which is billed separately;  
\$50,000 allocated towards ongoing Weingarten litigation bills relating to Gerova;  
\$12,000 allocated to Bespoke Law for work generally related to the above;  
Ongoing organizational work and expense relating to entities affiliated with ARIUS – internal and third party costs;  
All ongoing work (diligence, presentations, negotiations, etc.) related to all potential ARIUS related investments, including Cascade and Illuminer;  
Payment of certain specifically identified Gerova expenses separately memorialized;  
Review and diligence of Weston proposed investments;  
Use of shared services (staffing and overhead) from IA and affiliates for the above referenced matters;

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<b>Total Due and Payable</b>	<b><u>\$175,000.00</u></b>
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Please make check payable to:

KJAM MEDIA, INC.  
2425 COLORADO BLVD., SUITE B 205  
SANTA MONICA, CA 90404

# KJAM MEDIA

November 1, 2011

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-1111-1

Re: Cascade, Arius Libra, Gerova and related entities

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Flat Fee covering the period November 1 through 30 for the following:

Minimum total 600 dedicated man hours for the period.

For professional services rendered per agreement between K-Jam Media and Arius Libra for work in progress and anticipated work with for the above-referenced project and period:

Maintenance on various entities – internal and third party costs;  
\$12,000 to be allocated to Bespoke Law for the work generally related to the above;  
\$50,000 to be allocated to Barnes payment for various matters;  
Allen Lee - \$20,000;  
Accounting oversight excluding Arius (handled by Weston);  
Ongoing contract work handled internally for the above referenced entities;  
Organization and management of documents relating to Arius and Arius proposed investments;  
Review of diligence materials in connection with the above referenced entities and any proposed investments;  
Use of shared services (staffing and overhead) from IA and affiliates;  
Financial Models and Presentations in regards to above referenced entities and projects;  
This invoice excludes work for Bidz matters, which are separately invoiced;  
Includes Gerova work;  
Excludes all third party contract and litigation work other than as provided for in this invoice.

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**Total Due and Payable** **\$250,000.00**

Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

December 1, 2011

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-1211-1

Re: Cascade, Arius Libra, Gerova and related entities

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Flat Fee covering the period December 1 through 31 for the following:

Minimum total 600 dedicated man hours for the period.

For professional services rendered per agreement between K-Jam Media and Arius Libra for work in progress and anticipated work with for the above-referenced project and period:

Maintenance or various entities – internal and third party costs;  
\$12,000 to be allocated to Bespoke Law for the work generally related to the above;  
Allen Lee - \$20,000;  
\$50,000 allocated to covering a portion of the litigation expense relating to the above referenced entities;  
Accounting oversight excluding Arius (handled by Weston) internal and third party;  
Ongoing contract work for the above referenced entities, excluding Barnes and Grunfeld;  
Organization and management of documents relating to Arius and Arius proposed investments;  
Review of diligence materials in connection with the above referenced entities and any proposed investments;  
Use of shared services (staffing and overhead) from IA and affiliates;  
Financial Models and Presentations in regards to above referenced entities and projects;  
Collection of and organization of information relating to Gerova;  
Other than Barnes invoices, this invoice excludes work for Bidz matters, which are separately invoiced;

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**Total Due and Payable** **\$200,000.00**

Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

January 1, 2012

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-0112-1

Re: Cascade, Arius Libra, Gerova and related entities

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Flat Fee covering the period January 1 through 31 for the following:

Minimum total 600 dedicated man hours for the period.

For professional services rendered per agreement between K-Jam Media and Arius Libra for work in progress and anticipated work with for the above-referenced project and period:

Maintenance or various entities – internal and third party costs;  
\$12,000 to be allocated to Bespoke Law for the work generally related to the above;  
Allen Lee - \$20,000;  
Accounting oversight excluding Arius (handled by Weston);  
Ongoing contract work for the above referenced entities, excluding Barnes and Grunfeld;  
Organization and management of documents relating to Arius and Arius proposed investments;  
Review of diligence materials in connection with the above referenced entities and any proposed investments;  
Use of shared services (staffing and overhead) from IA and affiliates;  
Financial Models and Presentations in regards to above referenced entities and projects;  
Collection of and organization of information relating to Gerova;  
This invoice excludes work for Bidz matters, which are separately invoiced;  
Excludes all third party contract and litigation work.

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**Total Due and Payable** **\$175,000.00**

Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

March 1, 2012

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-0312-2

Re: Arius Libra, Gerova and related entities

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Flat Fee covering the period March 1 through 31 for the following:

Minimum total 500 dedicated man hours for the period.

For professional services rendered per agreement between K-Jam Media and Arius Libra for work in progress and anticipated work with for the above-referenced project and period:

Maintenance or various entities – internal and third party costs;  
\$12,000 to be allocated to Bespoke Law for the work generally related to the above;  
\$50,000 advances to Gerova;  
\$50,000 allocated towards payments for litigation work related to the above referenced entities;  
\$100,000 flat fee payable to Sovrin per contract;  
Internal and third party accounting work related to Pineboard/MD Tablet  
Accounting oversight excluding Arius (handled by Weston);  
Organization and management of documents relating to Arius and Arius proposed investments;  
Review of diligence materials in connection with the above referenced entities and any proposed investments;  
Use of shared services (staffing and overhead) from IA and affiliates;  
Financial Models and Presentations in regards to above referenced entities and projects;  
This invoice excludes work for Bidz matters, which are separately invoiced;  
Excludes all third party contract and litigation work.

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**Total Due and Payable** **\$350,000.00**

Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# KJAM MEDIA

April 1, 2012

Mr. David Bergstein  
Graybox, LLC

INVOICE: Arius-0412-1

Re: Arius Libra, Gerova and related entities

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Flat Fee covering the period April 1 through 30 for the following:

Minimum total 400 dedicated man hours for the period.

For professional services rendered per agreement between K-Jam Media and Arius Libra for work in progress and anticipated work with for the above-referenced project and period:

Maintenance or various entities – internal and third party costs;  
\$12,000 to be allocated to Bespoke Law for the work generally related to the above;  
\$125,000 flat fee payable to Sovrin per contract;  
Internal and third party accounting work related to Pineboard/MD Tablet  
Accounting oversight excluding Arius (handled by Weston);  
Organization and management of documents relating to Arius and Arius proposed  
investments;  
Review of diligence materials in connection with the above referenced entities and any  
proposed investments;  
Use of shared services (staffing and overhead) from IA and affiliates;  
Financial Models and Presentations in regards to above referenced entities and projects;  
This invoice excludes work for Bidz matters, which are separately invoiced;  
Excludes all third party contract and litigation work.

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**Total Due and Payable** **\$225,000.00**

Please make check payable to:

KJAM Media, Inc.  
2425 Colorado Blvd., Suite B 205  
Santa Monica, CA 90404

# Exhibit G



January 31, 2012

Mr. Kia Jam  
K-Jam Media

INVOICE: KJM-0112-1

Re: Financial Consulting

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For professional services rendered per agreement between K-Jam Media and Definity Media with regard to the above-referenced project:

Financial Consulting Services provided as requested including tax preparation, tax planning, accounting, research and other services:

Fixed Weekly Retainer – Week Ended 1/06/12	\$3,000.00
Week Ended 1/13/12	3,000.00
Week Ended 1/20/12	3,000.00
Week Ended 1/27/12	3,000.00

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**Total Due and Payable** **\$ 12,000.00**

Please make check payable to:

Definity Media  
11768 Moorpark Street, Unit J  
Studio City, CA 91604